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LEASE

1. This agreement made and entered into on this the first day of June, 1957, by and between the Acme Land Company, a Delaware Corporation, hereinafter called Lessor, and Paul Childress, an individual, of Joplin, Missouri, hereinafter called Lessee.

2. Whereas the Lessor is the owner of the following described real estate:

The East One Half (E 1/2) of the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) and the North One Half (N 1/2) of the South One Half (S 1/2) and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 32 and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Township 28, Range 32, all in Jasper County, Missouri.

3. The parties desire to enter into an agreement for the development and marketing of limestone, rock and other products located beneath the surface on the above described real estate, which will require the expenditure of large sums of money for exploration, drilling, engineering, marketing and testing.

4. It is therefore agreed as follows between the parties hereto.

5. Lessor does hereby lease, let and demise to lessee the above described real estate for the purpose of mining or removing therefrom by other means the limestone, rock or other underground substances under the following terms and conditions.

6. The term of this lease shall be for five years from the date hereof or as long thereafter as Lessee shall continue operations thereon. Temporary cessation of operations shall not terminate this lease, but it shall remain in force and effect until such time as Lessee shall have permanently ceased operations thereon.

7. Upon the termination of this lease the Lessee shall have the right to remove from the premises within six months after termination all machinery and buildings which he has placed thereon. In the event of failure of Lessee to do so within said time, such machinery and buildings as are then located thereon shall become the property of Lessor.

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SUPERFUND RECORDS

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Other: 6/1/54

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8. Lessee shall from time to time, upon request by Lessor furnish it with copies of engineering reports, logs of drill holes, mining maps and such other data as Lessee may have relating to such development and the material removed from said land or located thereunder.

9. Lessee shall have the right at any time to sublease all or any part of said land or to enter into contracts for the removal of the underground materials therefrom, so long as such subleases or other contracts shall not conflict with the provisions hereof.

10. Lessee shall have the right to use so much of the surface of the land as is necessary for ingress and egress and for the installation of machinery and buildings to be used in connection with his operations and production. The Lessor retains all surface rights to such portions of the land not so used and all income which may be derived therefrom.

11. Lessee shall have the right to conduct his operation for removal of the underground materials by shaft mining, tunneling, by stripping and removing the overburden from the materials to be removed or by a combination of said methods or by any other method which may be efficient and in accordance with the customs and practices of the industry.

12. Lessee shall pay as rental for said premises 60% of the net profits received by him from the sale of such products as may be produced thereon, either through operation by Lessee or from contracts or subleases with others for the conduct of said operations but Lessee shall not pay any rentals until 100% of his expenditures in exploitation, prospecting, engineering, marketing or other development costs shall have been repaid to him.

13. All rentals provided for herein shall be paid to Lessor on or before the 10th day of each calendar month from the income received the preceding month and shall be accompanied by statements, showing the amounts of materials sold, the kind thereof, the price obtained and such other information as may be necessary to identify and compute said rental payments. The time for the payment of rentals may be changed by agreement of the parties from time to time.

14. Lessee shall keep all books and records necessary for the deter-

information of all costs of exploration, development and production which shall

be made available to Lessee or his agents for examination and inspection at

reasonable times upon request.

In Witness Whereof, the parties hereto have executed this agreement

the day and year first above written by attaching their authorized signatures

AGRIE LAND COMPANY.
By David E. Agrie President
Lessee

Paul Childress
Lessor

STATE OF MISSOURI)

) ss.

COUNTY OF JASPER)

On this the 1st day of June, 1957 before me, Emerson
Emlake, a Notary Public, personally appeared Paul Childress to me known to
be the person described in and who executed the foregoing instrument, and
acknowledged that he executed the same as his free act and deed. And the
said Paul Childress further declares himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal at my office in Joplin, Missouri the day and year last above
written.

My term expires October 9, 1960.

Emerson Emlake
Notary Public in and for said County and
State.

STATE OF MISSOURI)

) ss.

COUNTY OF JASPER)

On this the 1st day of June, 1957 before me, appeared
Paul Childress, to me personally known, who being by me duly sworn, did
say that he is the President of Agrie Land Company, a corporation, and that the
seal affixed to the foregoing instrument is the corporate seal of said corporation
and that said instrument was signed and sealed in behalf of said corporation by
authority of the Board of Directors, and said Paul Childress acknowledged said
instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my
notarial seal at my office in Joplin, Missouri, the day and year last above
written.

My commission expires October 9, 1960.

Emerson Emlake
Notary Public within and for said
County and state.

AMENDMENT TO LEASE

This Agreement made and entered into on this the 30th day of November, 1964, by and between the Acme Land Company, a Delaware corporation, hereinafter called Lessor and Paul Childress, an individual, of Joplin, Missouri, hereinafter called Lessee.

Whereas, on the 1st day of June, 1957, the Acme Land Company, a Delaware Corporation, did lease to Paul Childress of Joplin, Missouri, the following described real estate, to-wit:

The East One Half (E1/2) of the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) and the North One Half (N 1/2) of the South One Half (S 1/2) and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 32 and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Township 28, Range 32, all in Jasper County, Missouri.

Whereas, on the 30th day of March, 1961 the parties to said lease agreed to an amendment thereof as to paragraph 12 of the original lease.

Whereas, the parties to said lease have now agreed to an additional amendment and modification of the original lease as amended by the agreement of the 30th day of March, 1961,

It is therefore agreed that paragraph 12 of said original lease as amended by the agreement of March 30, 1961, be further amended to read as follows:

"12. Lessee shall pay as rental for said premises 60 per cent of the net profits received by him from the sale of such products as may be produced thereon and from rentals received by him for the underground storage rooms or areas, either through operation by lessee or from contracts or sub-leases with others for the conduct of said operations and the rental of said storage areas."

It is further understood and agreed that each and every other paragraph contained in said lease shall remain in force and effect as originally written.

LESSEE

Paul Edwards

(Seal)

Secretary

ATTEST

LESSOR

President

Paul Edwards
ACME LAND COMPANY.

hereto.

In Witness Whereof, the parties hereto have executed this agreement
the day and year first above written by attaching their authorized signatures

STATE OF MISSOURI)

) ss.

COUNTY OF JASPER)

On this the 30th day of November, 1964, before me Emerson Foulke, a Notary Public, personally appeared Paul Childress, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said Paul Childress further declared himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri the day and year last above written.

Emerson Foulke
Notary Public in and for said County and State.

My Commission expires October 10, 1968.

STATE OF MISSOURI)

) ss.

COUNTY OF JASPER)

On this the 30th day of November, 1964 before me, appeared Paul Childress, to me personally known, who being by me duly sworn, did say that he is the President of Acme Land Company, a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Paul Childress acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

Emerson Foulke
Notary Public within and for said County and State.

My Commission expires October 10, 1968.

State of Missouri)
County of Jasper) ss.

FILED FOR RECORD 31

AT 4 DEC 12 1966

CRANE H.A.
Virginia B. Anderson
RECORDED